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A G R E E M E N T

Between

TOWNSHIP OF CRANFORD,
UNION COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 52 (Patrolmen and Sergeants)

X January 1, 1975 through December 31, 1976 J

Law Offices:
Gerald L. Dorf, P.A.
2376 St. Georges Avenue
Rahway, New Jersey 07065

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
II A	MAJORITY BARGAINING AGENT RIGHTS AND DUTIES	4 A
III	GRIEVANCE PROCEDURE	5
IV	NO-STRIKE PLEDGE	8
V	HOURS OF EMPLOYMENT	10
VI	OVERTIME	11
VI A	COURT TIME	11 A
VII	SALARIES	12
VIII	MERIT INCENTIVE PROGRAM	13
IX	CLOTHING ALLOWANCE	14
X	VACATIONS	15
XI	MEDICAL BENEFITS	16
XII	DENTAL INSURANCE	17
XIII	LIFE INSURANCE	18
XIV	DISABILITY BENEFITS	19
XIV A	DISABILITY LEAVE	19 A
XV	SICK LEAVE	20
XVI	TERMINAL LEAVE	21
XVII	DEATH BENEFITS	22

Table of Contents - continued:

<u>Article</u>		<u>Page</u>
XVIII	LEGAL AID	23
XIX	HOLIDAYS	24
XIX A	SPECIAL LEAVE	24 A
XIX B	EXISTING BENEFITS	24 B
XX	SAVINGS	25
XXI	FULLY BARGAINED PROVISIONS	26
XXII	DURATION	27

PREAMBLE

This Agreement entered into this day of ,
1975, by and between the TOWNSHIP OF CRANFORD, in the County of
Union, a Municipal Corporation of the State of New Jersey, hereinafter
called the "Township", and POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL # 52, hereinafter called the "PBA", has been
negotiated in accordance with Chapter 123 of the Public Laws of
1974 and represents the complete and final understanding on all
bargainable issues between the Township and the PBA.

ARTICLE I
RECOGNITION

The Township hereby recognizes the PBA for the purposes of collective negotiations as the exclusive representative of full time salaried employees covered under this Agreement in the ranks of Patrolmen and Sergeants within the Township of Cranford Police Department, excluding all other employees of the Township. Reference in this Agreement to males shall include females as well.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administration control of the Township Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution

Article II continued:

and Law of New Jersey and of the United States and ordinances of the Township of Cranford.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE II A

MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

A. The Township shall permit members of the P.B.A. negotiating committee (not to exceed two (2) members) to attend collective negotiating meetings with Township officials during the duty hours of members. Such meetings shall be without loss of pay or time, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Police Department to its proper effectiveness.

B. The Township shall permit members of the P.B.A. Grievance Committee (not to exceed one (1) member) to conduct the business of the Grievance Committee, which consists of conferring with employees and management on specific alleged grievances, in accordance with the Grievance Procedure set forth in Article III of this Agreement, during the duty hours of the members without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Police Department to its proper effectiveness.

C. The Township agrees to grant to the members of the P.B.A. who are selected as State Delegate and Alternate State Delegates time off without loss of pay to attend any N. J. State P.B.A. Convention as provided under N. J. S. 11:26C-4.

D. The Township agrees the member of the P.B.A. selected as State Delegate shall be granted time off without loss of pay to attend State

Article II A continued:

P. B. A. meetings. State P. B. A. meetings not to exceed ten (10) annually.

E. The P. B. A. shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the terms and conditions of this Agreement by such members.

ARTICLE III
GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement and may be raised by an individual, the PBA on behalf of an individual or group of individuals or the Township.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement with the exception of the Township initiated grievances which will proceed in accordance with Section C, and shall be followed by its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

In the event that the grievance cannot be settled by Step One the written grievance may be filed with the Chief within five (5)

Article III continued:

working days on a form furnished by the Township. If a grievance is filed, the Chief must answer in writing within ten (10) working days.

Step Three:

If such grievance is not resolved by Step Two above, the employee shall within five (5) working days after the response from the Chief, submit his grievance in writing to the Township Committee's Grievance Committee appointed by the Mayor. The Grievance Committee shall hold a hearing on such grievance within twenty (20) working days after submission, and shall have ten (10) working days thereafter to reach its decision with respect thereto. A representative of the PBA may attend such hearing. The Grievance Committee shall set forth its findings and such conclusions in writing and shall submit a copy thereof to the PBA.

Step Four:

a. If such grievance is not settled by Step Three above, it may be submitted for binding arbitration to the American Arbitration Association for the selection of an arbitrator in accordance with the rules and regulations of the American Arbitration Association. Such submission shall be made no later than ten (10) working days following the determination by the Township Committee's Grievance Committee.

b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Article III continued:

c. The cost for the services of the arbitrator shall be borne equally between the Township and the PBA. Any other expenses shall be paid by the party incurring same.

C. The Township may institute action under the provisions of this Article within five (5) working days after the event giving rise to the grievance has occurred. Such grievances shall be filed directly with the Executive Board of the PBA and an earnest effort shall be made to settle the differences between the Township and the PBA. If such grievance is not settled, it may be submitted to the American Arbitration Association for the selection of an arbitrator in accordance with the rules and regulations of the American Arbitration Association. Such submission shall be made not later than ten (10) working days following failure by the parties to resolve the differences.

D. Grievance conferences and arbitration hearings shall be held at the Municipal Building. Provided prior permission has been secured from the Chief, a representative from the PBA whose presence is required to resolve grievances shall be released from work without loss of regular straight time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonably required for the purposes of appearing at an arbitration hearing shall, if prior permission is secured from the Chief, be made available during working hours if necessary without loss of regular straight time pay for the purpose of appearing at arbitration hearings.

ARTICLE IV

NO-STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or wilfull absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk out or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

B. The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned. The PBA actions will include, but not be limited to, publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary

Article IV continued:

action including possible termination of employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

ARTICLE V

HOURS OF EMPLOYMENT

- A. The work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties concerned.
- B. The work week shall consist of five (5) consecutive working days.
- C. The employee's hourly rate shall be determined by dividing the employee's weekly salary by forty (40).

ARTICLE VI

OVERTIME

A. An employee covered by this Agreement who is required to work overtime after completing an eight (8) hour tour of duty during his five (5) consecutive working days shall be paid for all overtime worked at the rate of time and one-half the employee's regular rate of pay on a minute for minute basis.

B. An employee required to work on his scheduled day off or a vacation day shall be paid overtime at the rate of time and one-half the employee's regular pay for all time worked.

C. All overtime pay shall be paid semi-annually on the following schedule:

1. First half first pay in July
2. Second half first pay in January.

ARTICLE VI (A)

COURT TIME

A. Employees covered by this Agreement who are required to appear in connection with their police duties for the Township in Municipal Court or any other Court of Law, petit juries, grand juries, suppression hearings, alcoholic beverage control hearings, State investigating commission hearings, or State Motor Vehicle hearings whether said appearance is by subpoena, witness or as the complainant shall be paid for all overtime worked at the rate of time and one-half the employee's regular rate of pay and shall be guaranteed a minimum of one (1) hour overtime to be paid.

ARTICLE VII

SALARIES

A. The annual salary of all employees covered under this Agreement for the calendar year of 1975 exclusive of insentive program payments, shall be increased by seven (7%) percent as follows:

Lieutenant	16,805.00
Captain	17,994.00

B. The annual salaries of all employees covered under this Agreement for the calendar year 1976 exclusive of incentive program payments, shall be increased by ten (10%) percent as follows:

Lieutenant	18,486.00
Captain	19,793.00

ARTICLE VIII

LONGEVITY

A. In addition to the salaries paid to lieutenants and captains a longevity payment shall be paid as additional compensation based upon length of service of said officers according to the following schedule:

Completion of Years of
Service

Additional Compensation Per
Annum Percentage of Salary

Five (5) years

Two (2%) percent

Ten (10) years

Three (3%) percent

ARTICLE IX

CLOTHING ALLOWANCE

A. All employees covered under this Agreement shall receive a clothing allowance of three hundred dollars (\$300.00) for each calendar year.

B. If any part of the uniform of a member of the Police Department is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of Police.

ARTICLE X

VACATIONS

A. All employees covered under this Agreement shall be granted annual vacation leave with pay for each year as follows:

<u>Completed Years of Service</u>	<u>Amount of Vacation Leave</u>
Less than one (1) year	One (1) day for each full calendar month of service, not to exceed ten (10) working days
1 to 10 (continuous)	Fifteen (15) working days vacation during each year
11 to 20 (continuous)	Twenty (20) working days vacation during each year
21 to 30 (continuous)	Twenty-five (25) working days vacation during each year
31 to 40 (continuous)	Thirty (30) workings vacating during each year
41 and up (continuous)	Thirty-five (35) working days vacation during each year

B. If a holiday listed in Article XIX, Section B of this Agreement falls within the authorized vacation period of an employee, an additional working day for each such holiday shall be added to the employee's vacation period.

ARTICLE XI
MEDICAL BENEFITS

A. Employees covered under this Agreement and their dependents shall be entitled to hospitalization benefits, including Rider J and surgical benefits. Employees only shall be entitled to major-medical benefits.

B. Effective January 1, 1976 the surgical benefits shall be improved to provide for so-called "UCR" benefits.

C. An optional Agreement is available for employees to provide major-medical benefits for their dependents at the prevailing rates.

D. The Township will provide for employees retiring after January 1, 1976 hospitalization benefits including Rider J, major-medical and surgical benefits to all employees and their spouse after retirement and will continue the benefits in the event of the retired employee's death until the re-marriage or death of the spouse.

E. The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE XII

DENTAL INSURANCE

A. All employees covered under this Agreement shall be entitled to single dental insurance coverage for themselves only.

B. An optional Agreement is available for employees to provide dental insurance for their dependents at the prevailing rates.

C. The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE XIII
LIFE INSURANCE

A. Each employee covered under this Agreement shall be entitled to a Group Term Life Insurance Policy in the amount of three thousand dollars (\$3,000.00) with double indemnity provision for service connected death or disability.

B. The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE XIV

DISABILITY BENEFITS

A. All employees covered under this Agreement shall be entitled to dismemberment benefits in accordance with the existing schedule set forth in the present policy.

B. The Township shall insure that an employee who is disabled or injured in the line of duty while rendering aid to a neighboring community is fully covered by this Article as if said disability or injury occurred out of an incident arising from performance of duty within the territorial limits of the Township of Cranford, New Jersey.

C. The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE XIV A
DISABILITY LEAVE

A. Whenever a full time employee is disabled through injury or illness as evidenced by a certificate of a physician and by qualification for Workmen's Compensation, such employee may be granted a leave of absence with full pay based on the following:

Two (2) calendar weeks for each year of service
not to exceed fifty-two (52) weeks.

B. During the period in which the full salary or wages of any employee on Disability Leave is paid by the Township of Cranford any weekly compensation payments received by the employee under the Township's Workmen's Compensation policy, or social security disability benefits, or any other disability benefits provided by a program paid for by the Township shall be assigned to the Township of Cranford by the employee.

C. Days lost through compensable disability shall not be charged against Sick Leave allowance.

D. Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the Township.

ARTICLE XV

SICK LEAVE

A. Where the service of a regular employee is less than one (1) year, the employee will be allowed one (1) day of Sick Leave with pay for every full month of employment. After one (1) full year of service, a full time employee will accumulate a maximum of fifteen (15) working days per year for absence due to bonafide illness. Unused Sick Leave accumulates with each year of complete service to a maximum of ninety (90) working days. When accumulated Sick Leave falls below ninety (90) working days, Sick Leave may subsequently accumulate at the rate of fifteen (15) working days per year until the ninety (90) working days maximum is again reached.

B. All Sick Leaves shall be reported to the Department Head who shall in turn report in writing such absences to the Director of Administration and Finance.

C. Every absence on account of sickness in excess of three (3) working days must be certified by a written statement from the attending physician. The Township reserves the right to send a physician or visiting nurse to report on the condition of the employee.

D. In cases of repeated absences or protracted periods of illness the Township may require a physician's statement on the physical condition of the employee.

E. In unusual cases of prolonged illness, the Township Committee may, by resolution, grant Sick Leave at one-half (1/2) rate of pay

Article XV - continued:

to an employee over the time allowed in Section A above up to a maximum of twenty-six (26) additional weeks, such pay to be reduced by any social security disability benefits received or any other disability benefits received provided by a program paid for by the Township.

F. Sick Leave with pay will not be allowed under the following conditions:

1. If an employee, when under medical care, fails to comply with the orders of the attending physician.
2. If the opinion of an examining physician retained under Township authorization discloses the employee's illness is willfully self imposed.
3. If the opinion of an examining physician retained under Township authorization discloses the illness is not of sufficient severity to justify the employee's absence from duty.
4. If the employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township of Cranford.
5. Malingering.

G. Each present employee is hereby granted an accrued credit of accumulated Sick Leave of five (5) working days for each year of service not to exceed ninety (90) working days.

ARTICLE XVI

TERMINAL LEAVE

A. All employees covered under this Agreement having accrued fifteen (15) years and over of continuous service with the Township shall be entitled to terminal pay at the rate of one and one half working days for each year of service.

ARTICLE XVII

DEATH BENEFITS

A. Beneficiaries of all employees covered under this Agreement shall be paid for the following: accrued sick leave, accrued vacation time, accrued terminal leave, accrued holiday, accrued overtime hours for which compensation has not been received, and such other benefits as may have accrued under the Personnel Ordinance.

B. Employee benefits as described in this Article shall be the same for an employee who is killed in the line of duty while rendering aid to a neighboring community, as though the death of employee occurred within the territorial limits of the Township of Cranford, New Jersey.

ARTICLE XVIII

LEGAL AID

A. The employer will provide legal aid to all employees covered under this Agreement in accordance with N.J.S.A. 40:11-19. This Section shall not apply in any disciplinary or any criminal proceedings instituted against the employee by the Township.

ARTICLE XIX

HOLIDAYS

A. In addition to the employee's salary, employees shall receive twelve (12) paid holidays with the employees having the option with the consent of the Chief of choosing from zero (0) to twelve (12) such holidays to be paid in compensatory time off and the remainder of such holidays to be paid in cash the first scheduled pay day in December for the calendar years 1975 and 1976.

B. Holidays agreed to by the parties to this Agreement are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

C. Employees agree that compensatory time off in lieu of a paid holiday will not be requested to run concurrent with the employee's vacation time.

D. Employees agree that compensatory time off in lieu of a paid holiday will not be requested if such request requires the re-call of an off-duty employee or diminishes the effectiveness of the Police Department.

ARTICLE XIX A

SPECIAL LEAVE

A. Leave with pay, not exceeding three (3) days, shall be granted by the Chief of Police to any employee in the event of a death in his immediate family. Immediate Family shall consist of an employee's wife, child, mother, father, sister, brother, mother-in-law and father-in-law.

B. Under special circumstances the Chief of Police where he deems it fit and proper in his sole discretion, may grant additional time off with pay for attending funerals, only, for persons other than in the immediate family of the employee. Such discretion shall not be subject to the Grievance Procedure.

C. Employees may with the approval and at the sole discretion of the Chief of Police be granted special leave for any days on which they are able to secure another employee to work in their place provided:

1. Such substitution does not impose any overtime or other additional cost to the Township.
2. The efficiency of the Department is not diminished.
3. The exercise of the discretion of the Chief of Police shall not be subject to the Grievance Procedure.

ARTICLE XIX B

EXISTING BENEFITS

A. Benefits provided to employees covered under this Agreement in terms of salaries or other fringe benefits which are embodied in municipal ordinances and resolutions shall be continued for the life of this Agreement.

ARTICLE XX

SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXII

DURATION

This Agreement shall be in full force and effect as of January 1, 1975, and shall remain in effect to and including December 31, 1976 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey, on this

day of _____, 1975.

PATROLMEN'S BENEVOLENT
ASSOCIATION LOCAL # 52

TOWNSHIP OF CRANFORD,
UNION COUNTY, NEW JERSEY

By _____

By _____

Attest:

Attest:
